

IT IS HEREBY ADJUDGED
and DECREED this is SO
ORDERED.



1 **TIFFANY & BOSCO**
2 **P.A.**
3 **2525 EAST CAMELBACK ROAD**
4 **SUITE 300**
5 **PHOENIX, ARIZONA 85016**
6 **TELEPHONE: (602) 255-6000**
7 **FACSIMILE: (602) 255-0192**

Dated: March 23, 2011

Sarah Curley
SARAH S. CURLEY
U.S. Bankruptcy Judge

6 Mark S. Bosco
7 State Bar No. 010167
Leonard J. McDonald
8 State Bar No. 014228
Attorneys for Movant

9 11-01578

10 **IN THE UNITED STATES BANKRUPTCY COURT**
11 **FOR THE DISTRICT OF ARIZONA**

12 IN RE:

No. 2:11-BK-00057-SSC

13 Denise L. Korich-Monday
14 Debtor.

Chapter 7

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16 Wells Fargo Bank, N.A.
Movant,

ORDER

17 vs.

(Related to Docket #14)

18 Denise L. Korich-Monday, Debtor, Roger W.
19 Brown, Trustee.

20 Respondents.

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22 Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed
23 Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any,
24 and no objection having been received, and good cause appearing therefore,

25 IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

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1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated September 9, 2003 and recorded in the office of the
3 Maricopa County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Denise L.
4 Korich-Monday has an interest in, further described as:

5 LOT 53, COLD WATER SPRINGS PARCEL 4. ACCORDING TO BOOK 539 OF MAPS.
6 PAGE 1. RECORDS OF MARICOPA COUNTY. ARIZONA: EXCEPT THEREFROM AN
7 UNDIVIDED 1/2 INTEREST OF ALL COAL. OIL, PETROLEUM, A NAPHTHA,
8 ASPHALTUM, BREA. BITUMEN. NATURAL GAS AND ALL OTHER HYDROCARBON
SUBSTANCES AND ALL DIATOMACEOUS EARTH DEPOSITS AND ARCHEOLOGICAL
DEPOSITS. STONE. ROCK. SAND. AND CLAY. AS RESERVED IN DEED RECORDED IN
BOOK 386 OF DEEDS. PAGE 407. RECORDS OF MARICOPA COUNTY.
ARIZONA.

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10 IT IS FURTHER ORDERED that Movant may contact the Debtor by telephone or written
11 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
12 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
13 with Debtor. However, Movant may not enforce, or threaten to enforce, any personal liability against
14 Debtor if Debtors personal liability is discharged in this bankruptcy case.

15 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
16 to which the Debtor may convert.
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